



RULES FOR PUBLIC ACCESS PROGRAMMING

I. Introduction and Purpose

Hudson Community Television is a division of the government of the City of Hudson, working in cooperation with the Hudson City Schools. As such, HCTV operations are carried out and administered by City staff personnel under the authority of the Charter and Ordinances of the City of Hudson, with a citizen advisory committee appointed by City Council. HCTV produces programming on matters of general public interest and community news and trains members of the community in the use of HCTV production equipment. HCTV also accepts educational programming produced by or through the schools in Hudson and accepts public Access Programming for broadcasting.

These Rules (herein "Rules") have been adopted by the Council of the City of Hudson to govern access to and use by the public of the facilities, equipment and services provided and maintained by the City of Hudson through Hudson Community Television.

2. Definitions of Terms Used in These Rules

a. "Access Programming" or "Access Program" – Video and audio material provided to HCTV by Access Users for broadcast.

b. "Access User" or "User" – Any person, group, organization or other entity which makes proper application for and produces or contributes to the production of Access Programming for broadcast on the HCTV channel(s) provided by the City's local cable television provider.

c. "Applicant" – Any person, group, organization or other entity that has applied for access to HCTV equipment or facilities or for submission of Access Programming via HCTV.

d. "City" – City of Hudson, Ohio.

e. "HCTV" or "Hudson Community Television" – The community television station operated by the City of Hudson, in accordance with the City Charter and Ordinances, that affords Access Programming under these Rules.

f. "Obscene Material" – Any material in a program and/or presentation which would subject the producer, supplier thereof and/or the City of Hudson to prosecution or penalty under local, state or federal law for the production or presentation of Obscene Material.

g. "Programming Week" – The HCTV schedule of programming. Programming starts Monday at 8am, and ends the following Monday at 7:59am.



3. General Operating Rules Governing HCTV Public Access Programming

a. Any Access User is eligible to submit programming for broadcasting on HCTV and to use HCTV equipment and facilities (provided that they are qualified as outlined in Section 7 of these Rules), to produce Access Programming and submit such programming for broadcasting via HCTV.

b. HCTV facilities and equipment may not be used for the presentation or production of advertising material designed to promote the sale of products or services or for the dissemination of any information directly or indirectly involving lotteries as defined in Section 76.213 of the Rules of the Federal Communications Commission. Notwithstanding the above, announcements concerning the availability of tapes or transcripts of a program are permitted so long as the price of the videos or transcripts offered is calculated to cover only the marginal costs for the sale and dissemination of the videos or transcripts. In addition, credits announcing the source of funding or support (if any) for the production of Access Programming are permitted (See Section 5 entitled “sponsorship of Access Programming on HCTV” for specific rules).

c. Access Users are subject to federal, state and local laws regarding libel, slander, obscenity, incitement, invasions of privacy or other similar laws. HCTV facilities may not be used to present material that violates federal, state or local law.

d. Generally, HCTV will not exercise editorial control over the content of any Access User’s program and will broadcast any program which is technically sound. If HCTV becomes aware that a program submitted contains material proscribed pursuant to federal, state or local law, rules or regulations or pursuant to any part of these Rules, HCTV shall notify the applicable Access User, who may edit such program or withdraw it. HCTV shall not edit any program without the prior authorization of the Access User. HCTV may, however, decline to broadcast any Access Programming it reasonably believes to contain Obscene Material, otherwise illegal content, or material that violates these Rules.

e. HCTV shall determine an Applicant’s eligibility to use HCTV facilities.

f. Access Programming submitted for broadcasting on HCTV must be at least 15 minutes in length to be included in the HCTV program schedule.

g. All recorded material must meet HCTV’s technical specifications (available from the HCTV Operations Manager) and must be technically sound.

h. Upon submission of completed Access Programming work product, an Access User is required to submit a video of the Access Program to air on HCTV.

4. Scheduling of Access Programming

a. Upon submission of Access Programming, the Access User who is the producer of that programming (or in the event the producer is a group, the duly authorized head of that group or that person’s designee) may request programming time slots. Such requests will be honored on a first come, first served basis, subject to HCTV schedule availability. HCTV, in its sole discretion, may choose to air Access Programs more often during the course of a Programming Week than the specific time slots requested by the Access Program’s producer.



b. If Access Programming is accepted by HCTV, HCTV will broadcast that program at least once.

c. Series Programming: HCTV will set aside a reasonable portion of air time for weekly, biweekly or monthly series programs throughout the year. Access Users who are series producers must provide a new installment of their series programming at an agreed upon interval (weekly, biweekly, monthly or quarterly). The interval will be agreed upon and established upon submission by the series producer of the first installment of the series.

d. Series producers may request a specific recurring time slot for their Access Programming and HCTV will assign designated series program time slots on a first come, first served basis. Conflicts will be resolved in the same manner as established in paragraph (a) of this Section 4. Time slots will remain in effect until the Access User producer fails to produce a series installment for the agreed upon interval. If a series producer knows in advance that he or she will miss an installment, the series time slot will be preserved if the producer has notified the HCTV programming manager of this situation at least ten (10) days in advance of the date on which a series installment would normally be due.

e. All programs are subject to pre-emption for special events or other special programming.

f. HCTV reserves the right to schedule programming that may not be appropriate for younger viewers (short of Obscene Material) between the hours of 10:00 p.m. and 6:00 a.m.

g. HCTV's program schedule is subject to change without notice.

h. HCTV is not liable for any direct or consequential damages if scheduled Access Programming does not air for any reason.

5. Sponsorship of Access Programming on HCTV

a. HCTV Access Users may seek funding for their programs from private and/or public sources. Credit to program sponsors or other providers of financial support can, however, only be given at the beginning or end of an Access Program. Examples of appropriate sponsorship credits are:

“Funding for this program was provided by XYZ Company.”

“Wardrobe for this program was provided by the ABC Dress Shop.”

“This program was made possible, in part, by a grant from the John Doe Foundation.”

b. Programs that are recorded on location at commercial businesses may mention the place of business under the following conditions, as applicable:

1. Three (3) times maximum (including the beginning or end sponsorship credit, if any) for a program in excess of 30 minutes in length.
2. Two (2) times maximum (including the beginning or end sponsorship credit, if any) in a program of 30 minutes or less.



6. Application for Production or Submission of Access Programming; Access User Agreements

a. All Access Users must submit an Access User Agreement, in the form of the agreement attached to these Rules, for each Access Program before production of that program.

b. HCTV posts its weekly schedule for a given Programming Week on the Wednesday prior to each Programming Week. Therefore, completed work product in connection with Access Programming must be submitted to HCTV not later than noon on the Tuesday of the week prior to the week during which the Applicant is requesting that a particular Access Program first air. If HCTV does not have the finished work product in hand by the appropriate Tuesday, the program in question will not be broadcast until the following week.

c. An Applicant who is requesting the use of HCTV equipment or facilities for production of Access Programming must first be trained and otherwise qualified to use HCTV equipment and facilities in accordance with the requirements of Section 7 of these Rules.

d. Access User Agreements are neither assignable nor transferable.

e. No minor (child under 18 years of age) shall be permitted to be an Access User unless a responsible adult signs an Access User Agreement on behalf of the minor in the presence of a HCTV staff member. The responsible adult must also agree to accept legal and financial responsibility for any Access Programming produced by the minor and must obtain whatever permits may be required to authorize the appearance of the minor.

f. The Access User who signs an Access User Agreement with HCTV holds the copyright to any Access Programming produced in connection with that agreement. By submitting Access Programming for broadcast on HCTV, the Access User is authorizing HCTV to use the Access User's work product on HCTV.

7. Use of HCTV Production Equipment and Studio Facilities

a. HCTV equipment and studio facilities are available to Access Users during HCTV regular business hours (9:00 am to 4:30 p.m. weekdays). Upon demonstration of an extraordinary or unique, specific need, facilities may be made available outside of normal business hours, subject to availability of appropriate HCTV staff.

b. HCTV equipment and facilities may only be used for the production of Access Programming that is intended for broadcasting via HCTV. A producer of Access Programming on HCTV is not, however, precluded from presenting that programming via other media, in addition to HCTV.

c. To use HCTV in-studio equipment or facilities, Access Users must schedule the requested facilities or equipment through HCTV staff. Equipment use is based on availability.

d. When using HCTV studio facilities, access productions will be supplied one HCTV staff member to oversee and assist the studio setup and control room, subject to scheduling availability. If more camera operators or control room support are desired by the Access User, these must be provided by the Access User and properly trained by HCTV staff.

e. Certain HCTV equipment may be signed out for use by qualified Access Users outside of the HCTV studio. Access Users who wish to sign out portable HCTV equipment must sign a completed



equipment sign-out form, in the form attached to these Rules. Assuming the requester is otherwise trained and qualified to use HCTV equipment, requests to sign out equipment will be honored as equipment is available and on a first come, first served basis.

f. HCTV staff cannot provide field technical assistance to Access Users who sign out HCTV equipment for use outside of the HCTV studio. Training on HCTV equipment and post-production editing is available by appointment. HCTV staff will provide one title at the beginning and end of the production, if requested. All other post production and editing is the responsibility of the Access User.

g. Access Users who sign out HCTV equipment must be qualified in accordance with paragraph 2b of these Rules and must also agree to be financially responsible for any damage to or loss of such equipment. In the event equipment under an Access User's control is damaged or lost, the Access User must make payment in the full amount of repair or replacement within 30 days of the date of damage or loss, or alternatively, must make satisfactory arrangements for such repair or replacement as agreed to by HCTV.

h. HCTV equipment may not be used at locations or for purposes other than as stated in the Access User's equipment sign-out form.

i. HCTV requires any user under the age of 18 to have a parent, guardian or other responsible adult sign out equipment or facilities on behalf of the underage Access User.

j. Because HCTV studio facilities are located in Hudson High School, Access Users who use HCTV studio facilities must abide by the rules applicable to Hudson High School visitors while they are in the HCTV studio or otherwise on Hudson High School property. HCTV requires Access Users to be courteous and respectful with regard to other members of the public who are using HCTV facilities.

k. Production of programming of a commercial nature is not permitted with HCTV equipment or in HCTV facilities. HCTV facilities are also not available for extensive rehearsal or for video experimentation.

l. If, in the estimation of HCTV staff, an Access User (or an Access User's guest(s)) becomes verbally abusive or is engaging in behavior that is threatening, dangerous or disruptive, the Access User (and his or her guest(s)) will be asked to leave the HCTV studio and may lose his or her Access Programming privileges.

m. HCTV makes no warranty as to the quality of any program or presentation produced using the equipment offered under these Rules.

8. Violations of HCTV Rules

Violation of these Rules by an Access User or a person for whom an Access User is responsible, including falsification of any information requested on any forms submitted in connection with Access Programming, may subject the user to a loss of privileges to use HCTV facilities or equipment, indefinitely.

9. Questions: Appeals: Points of Contact

If a question or dispute arises regarding the application or interpretation of these Rules, such questions or disputes will be directed initially to the HCTV management. Matters that cannot be resolved by the HCTV management or that involve an appeal of a decision by the HCTV management, will be referred to the City Manager.





CONTACT INFORMATION

Hudson Community Television
c/o City of Hudson
115 Executive Parkway
2500 Hudson – Aurora Road

HCTV STUDIO LOCATION
Room W – 20
Hudson High School
Hudson, Ohio 44236

Main Phone: 330 653 2500

Programming Manager:
Barbara VanBlarcum
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330-958-2698

Operations Manager:
Dan Gerbracht
dgerbracht@hudson.oh.us
330-554-8673





Access User Contract

Name of Access User _____
(If this agreement is on behalf of an organization, the principal officer of the organization must sign the agreement)

Name of responsible adult if user is under 18 _____

Name of organization (if applicable) _____

Name of organizational members who will be working on this Access Program

Phone number of Access User or organization _____

Address _____

Program Title _____

Program description _____





HCTV

COMMUNITY TELEVISION

I have read and understand and agree to abide by the HUDSON COMMUNITY TELEVISION RULES FOR PUBLIC ACCESS PROGRAMMING (the "Rules").

If I am submitting or plan to submit Access Programming material for broadcast via HCTV, I warrant and represent that this material does not or will not (if material has not yet been submitted) contain any Obscene Material, any advertising material designed to promote the sale of products or services (including advertising by or on behalf of candidates for public office) or involve the dissemination of any information, directly or indirectly involving lotteries as defined in Section 76.213 of the Rules of the Federal Communications Commission.

If my Access Program includes any material that is copyrighted or subject to ownership or royalty rights, I have provided HCTV, prior to the broadcast of my program, with copies of the releases, licenses or other permission that authorizes me to use this material. I understand that my program will not be broadcast unless I provide such documentation.

I accept full responsibility for the content of Access Programming materials submitted for broadcast on HCTV. I hereby agree to indemnify and hold harmless HCTV, the City of Hudson and its employees, officials and agents from any and all liability or legal fees and expenses incurred as a result of broadcasting this program.

I shall not use HCTV equipment or facilities for any financial gain or other commercial purposes (except as otherwise provided in the Rules). Further, I agree to release HCTV, the City of Hudson, its employees, officials or agents from any liability if my program is damaged, lost or stolen while in HCTV custody.

I understand that by submitting Access Programming material to HCTV, I am authorizing HCTV to broadcast that Access Programming at least once, or more often if I have requested multiple airings or if HCTV determines to broadcast the programming more often in order to fill the HCTV program schedule.

I understand that HCTV's program schedule is subject to change without notice. In addition, I understand and agree that HCTV is not liable for any direct or consequential damages if scheduled Access Programming does not air for any reason.

signature of Access User

date

printed name of Access User

signature of responsible adult (if Access User is under 18)

date

printed name of responsible adult (if Access User under 18)

